

UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF ILLINOIS

RBG PLASTIC LLC d/b/a Restaurantware
an Illinois company,

Plaintiffs,

v.

FIRST PACK LLC d/b/a Pack N Wood,
a New York company

Defendant.

Civil Action No. 17-cv-6283

COMPLAINT

RBG PLASTIC LLC d/b/a Restaurantware ("Restaurantware") hereby complains against FIRST PACK LLC d/b/a Pack N Wood ("PNW") as follows:

JURISDICTION AND VENUE

1. This Court has jurisdiction over the subject matter of this action pursuant to 28 U.S.C. § 1332 because there is complete diversity between the parties and the amount in controversy exceeds \$75,000.

2. Venue is proper in this District under 28 U.S.C. § 1391 because Restaurantware's principal place of business is in this District.

PARTIES

3. Restaurantware is an Illinois limited liability company with its principal place of business at 360 West Illinois Street, Chicago, Illinois.

4. PNW is a New York limited liability company with its principal place of business at 213 West 35th Street, 14th Floor, New York, New York.

FACTS

5. On or about December 7, 2016 Restaurantware and PNW entered into a settlement agreement (the “Agreement”) to resolve ongoing litigation and settle claims

set forth in the prior case captioned “RGB PLASTIC, LLC, d/b/a RESTAURANTWARE, v. FIRST PACK, LLC, d/b/a PACK N WOOD,” Civil Action No. 14-cv-08744 (the “Prior Case”).

6. Pursuant to the Agreement [REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

7. Restaurantware has learned that PNW had bid on and purchased the one or more of these Keywords on Google’s AdWords program. PNW’s bid and/or purchase of these prohibited keywords is a material breach of the Agreement.

8. Upon information and belief [REDACTED]

[REDACTED]

COUNT I: BREACH OF CONTRACT

9. Restaurantware restates and incorporates paragraphs 1 through 8 as though fully stated herein.

10. Restaurantware and PNW entered into a valid and binding contract, namely the Agreement.

11. Under the terms of the Agreement PNW expressly agreed [REDACTED]

[REDACTED]

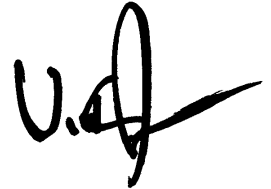
12. PNW breached the Agreement by [REDACTED]

[REDACTED]

13. As a result of PNW’s breach of the Agreement Restaurantware has been damaged.

WHEREFORE Restaurantware respectfully requests the Court to enter an order granting judgment in favor of Restaurantware and against PNW and any other relief this Court deems just and proper.

Respectfully Submitted,

A handwritten signature in black ink, appearing to read 'V. Jayaram', with a stylized flourish extending to the right.

Vivek Jayaram, Esq.
Jayaram Law Group
125 S. Clark Street
17th Floor
Chicago, IL 60603
vivek@jayaramlaw.com
T: 646.325.9855
Counsel for Restaurantware